

PATENT
Docket No. 342312003801

DECLARATION FOR UTILITY PATENT APPLICATION

AS BELOW-NAMED INVENTORS, WE HEREBY DECLARE THAT:

Our residences, post office addresses, and citizenship are as stated below next to our names.

We believe we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled:
ECHINOCANDIN/CARBOHYDRATE COMPLEXES, the specification of which is attached hereto unless the following box is checked:

☒ was filed on August 29, 2001 as United States Application Serial No. 09/942,458.

WE HEREBY STATE THAT WE HAVE REVIEWED AND UNDERSTAND THE CONTENTS OF THE ABOVE-IDENTIFIED SPECIFICATION, INCLUDING THE CLAIMS, AS AMENDED BY ANY AMENDMENT REFERRED TO ABOVE.

We acknowledge the duty to disclose information which is material to the patentability as defined in 37 C.F.R. § 1.56.

We hereby claim foreign priority benefits under 35 U.S.C. § 119(a)-(d) or § 365(b) of any foreign application(s) for patent or inventor's certificate, or § 365(a) of any PCT International application which designated at least one country other than the United States listed below and have also identified below, by checking the box, any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the application on which priority is claimed:

Application No.	Country	Date of Filing (day/month/year)	Priority Claimed?
			<input type="checkbox"/> Yes <input type="checkbox"/> No

We hereby claim benefit under 35 U.S.C. § 119(e) of any United States provisional application(s) listed below:

Application Serial No.	Filing Date
60/122,692	March 3, 1999

We hereby claim the benefit under 35 U.S.C. § 120 of any United States application(s), or § 365(c) of any PCT International application designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT International application in the manner provided by the first paragraph of 35 U.S.C. § 112, we acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. § 1.56 which became available between the filing date of the prior application and the national or PCT International filing date of this application.

Application Serial No.	Filing Date	Status
PCT/US00/05508	March 2, 2000	<input type="checkbox"/> Patented <input type="checkbox"/> Pending <input checked="" type="checkbox"/> Abandoned

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under § 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

4/11/02
Date

Larry Arnold Larew

Name: Larry Arnold LAREW
Residence: 11634 Arborhill Drive, Zionsville, Indiana 46077
Citizenship: United States of America
Post Office Address: 11634 Arborhill Drive, Zionsville, Indiana 46077

4/8/02
4/3/02
Date
KPM
4.3.02

Nathaniel Milton

Name: Nathaniel MILTON
Residence: 6388 Kentstone Drive, Indianapolis, Indiana 46268
Citizenship: United States of America
Post Office Address: 6388 Kentstone Drive, Indianapolis, Indiana 46268

3/26/02
Date

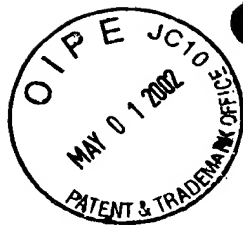
James Lawrence Sabatowski

Name: James Lawrence SABATOWSKI
Residence: 243 Sandcastle Drive, Holland, Michigan 49424
Citizenship: United States of America
Post Office Address: 243 Sandcastle Drive, Holland, Michigan 49424

4/3/02
Date

Kenneth Philip Moder

Name: Kenneth Philip MODER
Residence: 160 Drury Lane, West Lafayette, Indiana 47906
Citizenship: United States of America
Post Office Address: 160 Drury Lane, West Lafayette, Indiana 47906



PATENT
Docket No. 342312003801

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In the application of:

Larry A. LAREW, et al.

Serial No.: 09/942,458

Filing Date: August 29, 2001

For: ECHINOCANDIN/CARBOHYDRATE
COMPLEXES

Examiner: To Be Assigned

Group Art Unit: 1645

**PROSECUTION BY ASSIGNEE AND POWER OF ATTORNEY
UNDER 37 C.F.R. § 3.71**

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Eli Lilly and Company, the assignee of the entire right, title and interest in this patent application, under 37 C.F.R. § 3.71 hereby appoints:

Lisa A. Amii (Reg No. 48,199)
Mehran Arjomand (Reg No. P48,231)
Sanjay S. Bagade (Reg No. 42,280)
Shantanu Basu (Reg No. 43,318)
Vincent J. Belusko (Reg No. 30,820)
Kimberly A. Bolin (Reg No. 44,546)
Tyler S. Brown (Reg No. 36,465)
A. Randall Camacho (Reg No. 46,595)
Robert K. Cerpa (Reg No. 39,933)
Alex Chartove (Reg No. 31,942)
Thomas E. Ciotti (Reg No. 21,013)
Matthew M. D'Amore (Reg No. 42,457)
Peter Davis (Reg No. 36,119)
Stephen C. Durant (Reg No. 31,506)
David L. Fehrman (Reg No. 28,600)
Thomas George (Reg No. 45,740)
Kenneth R. Glick (Reg No. 28,612)

Randolph Ted Apple (Reg No. 36,429)
Laurie A. Axford (Reg No. 35,053)
Erwin J. Basinski (Reg No. 34,773)
Richard R. Batt (Reg No. 43,485)
Jonathan Bockman (Reg No. 45,640)
Barry E. Bretschneider (Reg No. 28,055)
Nicholas Buffinger (Reg No. 39,124)
Mark R. Carter (Reg No. 39,131)
Peng Chen (Reg No. 43,543)
Thomas Chuang (Reg No. 44,616)
Cara M. Coburn (Reg No. 46,631)
Raj S. Davé (Reg No. 42,465)
Karen B. Dow (Reg No. 29,684)
Carolyn A. Favorito (Reg No. 39,183)
Hector Gallegos (Reg No. 40,614)
Debra J. Glaister (Reg No. 33,888)
Bruce D. Grant (Reg No. 47,608)

Johney U. Han (Reg No. 45,565)
Alan S. Hodes (Reg No. 38,185)
Kelvan P. Howard (Reg No. P48,999)
Jill A. Jacobson (Reg No. 40,030)
Madeline I. Johnston (Reg No. 36,174)
Ararat Kapouytian (Reg No. 40,044)
Cameron A. King (Reg No. 41,897)
Kawai Lau (Reg No. 44,461)
Rimas T. Lukas (Reg No. 46,451)
Gladys H. Monroy (Reg No. 32,430)
Kate H. Murashige (Reg No. 29,959)
Mabel Ng (Reg No. P48,922)
Catherine M. Polizzi (Reg No. 40,130)
Debra A. Shetka (Reg No. 33,309)
Rebecca Shortle (Reg No. 47,083)
Stanley H. Thompson (Reg No. 45,160)
Brenda J. Wallach (Reg No. 45,193)
E. Thomas Wheelock (Reg No. 28,825)
Frank Wu (Reg No. 41,386)
Peter J. Yim (Reg No. 44,417)
Karen R. Zachow (Reg No. 46,332)

Douglas G. Hodder (Reg No. 41,840)
Charles D. Holland (Reg No. 35,196)
Peter Hsieh (Reg No. 44,780)
Wayne Jaeschke, Jr. (Reg No. 38,503)
Parisa Jorjani (Reg No. 46,813)
Richard C. Kim (Reg No. 40,046)
Lawrence B. Kong (Reg No. P49,043)
Glenn Kubota (Reg No. 44,197)
Michael J. Mauriel (Reg No. 44,226)
Philip A. Morin (Reg No. P-45,926)
Paul S. Naik (Reg No. P49,075)
Martin M. Noonon (Reg No. 44,264)
Phillip Reilly (Reg No. 41,415)
Terri Shieh-Newton (Reg No. 47,081)
Kevin R. Spivak (Reg No. 43,148)
Thomas L. Treffert (Reg No. P48,279)
Michael R. Ward (Reg No. 38,651)
Todd W. Wight (Reg No. 45,218)
David T. Yang (Reg No. 44,415)
George C. Yu (Reg No. 44,418)
Arleen Palmberg (Reg No. 40,422)
Charles E. Cohen (Reg No. 34,565)

of Morrison & Foerster LLP, 755 Page Mill Road, Palo Alto, California 94304-1018, telephone (650) 813-5600, or of Eli Lilly and Company, Lilly Corporate Center, Indianapolis, Indiana 46285 to prosecute this application and transact all matters in the United States Patent and Trademark Office connected therewith, said appointment to be to the exclusion of the inventors and their attorneys in accordance with the provisions of 37 C.F.R. § 3.71 provided that if any one of said attorneys or agents ceases being affiliated with the law firm of Morrison & Foerster as partner, employee or of counsel, such attorney's or agent's appointment as attorney or agent and all powers derived therefrom shall terminate on the date such attorney or agent ceases being so affiliated.

Please direct all written communications relative to this application to:

Madeline I. Johnston
Morrison & Foerster LLP
755 Page Mill Road
Palo Alto, California 94304-1018

Please direct all telephone communications to Madeline I. Johnston at (650) 813-5840.

Eli Lilly and Company
an Indiana corporation

Dated:

April 30, 2002

Douglas K. Norman

Name: Douglas K. Norman
Title: Deputy General Patent Counsel
Address: Lilly Corporate Center
Indianapolis, Indiana 46285



PTO/SB/96 (08-00)

Approved for us through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Larry A. LAREW, et al.

Application No./Patent No.: 09/942,458

Filed/Issue Date: August 29, 2001

Entitled: ECHINOCANDIN/CARBOHYDRATE COMPLEXES

Eli Lilly and Company, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by, percentage) of its ownership interest is _____ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

April 30, 2002

Date

Douglas K. Norman

Name

Douglas K. Norman

Signature

Deputy General Patent Counsel

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Attorney Docket No.: 342312003801

pa-650263

COPY

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, Larry Arnold LAREW, residing at 11634 Arborhill Drive, Zionsville, Indiana 46077, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the

COPY

full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

4/15/02
Date

Larry Arnold Larew
Larry Arnold Larew

STATE OF INDIANA)
COUNTY OF Marion) ss:

Before me, a Notary Public for Morgan County, State of Indiana, personally appeared Larry Arnold Larew and acknowledged the execution of the foregoing instrument this 15th day of April 2002.

My commission expires:

Karen L. Smith
Notary Public

2/7/2010

COPY

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, Nathaniel MILTON, residing at 6388 Kentstone Drive, Indianapolis, Indiana 46268, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the

COPY

full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

April 8, 2002
Date

Nathaniel Milton
Nathaniel Milton

STATE OF INDIANA)
) ss:
COUNTY OF Marion)

Before me, a Notary Public for Marion County, State of Indiana, personally appeared Nathaniel Milton and acknowledged the execution of the foregoing instrument this 8th day of April, 2002.

My commission expires:

Caryl A. Karres
Notary Public

~~Cheryl A. Karres, Notary Public~~
Resident of Johnson County
My Commission Expires:
May 10, 2007

COPY

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, Kenneth Philip MODER, residing at 160 Drury Lane, West Lafayette, Indiana 47906, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the

COPY

full and complete legal and equitable title to all such Letters Patent and related intellectual property.

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

4-4-02
Date

Kenneth Philip Moder
Kenneth Philip Moder

STATE OF INDIANA)
COUNTY OF TIPPECANOE) ss:

Before me, a Notary Public for TIPPECANOE County, State of Indiana, personally appeared Kenneth Philip Moder and acknowledged the execution of the foregoing instrument this 4TH day of APRIL, 2002.

My commission expires:

01/28/09

James B. Smith
Notary Public

COPY

Attorney Docket No. 342312003801

ASSIGNMENT

WHEREAS I, James Lawrence Sabatowski, residing at 243 Sandcastle Drive, Holland, Michigan 49424, have made an invention which is the subject of an application for Letters Patent of the United States ("Application") entitled ECHINOCANDIN/CARBOHYDRATE COMPLEXES, bearing Serial No. 09/942,458, and filed on August 29, 2001; and

WHEREAS ELI LILLY AND COMPANY, an Indiana corporation having its principal place of business at Lilly Corporate Center, Indianapolis, Indiana 46285, wishes to acquire the entire interest in all inventions disclosed in such Application;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, I hereby sell, assign, transfer and set over unto Eli Lilly and Company, its successors and assigns (collectively "Lilly") my entire right, title and interest in, to and under the Application, including all priority rights for other countries arising therefrom, all inventions therein disclosed, and any and all present or future patent applications to such inventions that may be filed in the United States or any foreign country, inclusive of, but not limited to, continuations, continuations-in-part, divisions, substitutions, reexaminations, reissues, international applications under the Patent Cooperation Treaty ("PCT"), United States provisional patent applications, certificates of addition, utility models, petty patents, as well as all other intellectual property related to the Application, inclusive of, but not limited to, supplementary protection certificates, copyrights, trademarks, and data package exclusivity rights; and any and all Letters Patent of the United States and of all foreign countries and all related patent term extensions which may be granted for Letters Patent with respect to the Application; all of the above to be held and enjoyed by Lilly for its own use and enjoyment to the full end of the term or terms for which such Letters Patent and related intellectual property rights may be granted, as fully and entirely as the same would have been held and enjoyed by me had this Assignment and sale to Lilly not been made.

For myself and for my heirs, successors and legal representatives, I covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

For myself and for my heirs, successors and legal representatives, I further covenant and agree with Lilly that upon request I and they will, without further consideration than that now paid, but at the expense of Lilly: (i) execute original, provisional, substitute, continuation, divisional, continuation-in-part, reexamined, or reissued applications, amended specifications, or rightful declarations or oaths for such application; (ii) communicate to Lilly any facts known to me or them relating to such inventions or the history thereof; (iii) execute preliminary statements and testify in any interference proceedings, litigation discovery proceedings and depositions, oppositions, cancellation proceedings, priority contests, public use proceedings, administrative agency proceedings, litigation and other court actions and the like; (iv) execute and deliver any application papers, affidavits, declarations, assignments, or other instruments; and (v) do all other acts which, in the opinion of counsel for Lilly, may be necessary or desirable to secure the grant of Letters Patent and related intellectual property to Lilly or its nominees, in the United States and in all other countries where Lilly may desire to have such inventions, or any of them, patented, with specifications and claims in such form as shall be approved by counsel for Lilly and to vest and confirm in Lilly or its nominees the full and complete legal and equitable title to all such Letters Patent and related intellectual property.

COPY

IN WITNESS WHEREOF I have executed this assignment on the date indicated below.

3/26/02
Date

James Lawrence Sabatowski
James Lawrence Sabatowski

STATE OF MICHIGAN)
COUNTY OF Allegan) ss:

Before me, a Notary Public for Allegan County, State of Indiana, personally appeared James Lawrence Sabatowski and acknowledged the execution of the foregoing instrument this 26 day of March 2002.

My commission expires:

8/2003

David Schuster
Notary Public